

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

PAUL GLEIT,

Plaintiff,

Docket No.: 18-cv-0311-GBD-KHP

-against-

**TAYLOR FRANCOIS-BODINE,
Individually and d/b/a FRANCOIS-BODINE
CONSULTING**

Defendant.

PROPOSED CASE MANAGEMENT PLAN FOR PRO SE CASE

1. Summary of Claims, Defenses, and Relevant Issues.

This action, seeking monetary damages, rescission, a declaratory judgment and an award of attorneys' fees, arises out of the parties' execution of a written agreement pursuant to which Defendant Taylor Francois-Bodine agreed to provide social introductions, match-making and related social referral services to Plaintiff Paul Gleit, and, thereafter, Francois' fraudulent extraction of more than \$400,000 from Gleit in connection therewith. The excessive payments made by Gleit to Francois were not authorized by the parties' agreement and were wrongfully extracted from Gleit. Moreover, the parties' agreement is void *ab initio* under New York's Dating Services Law, thereby entitling Gleit to recover full restitution and refund of all payments made by him to Francois, together with reasonable attorneys' fees and punitive damages.

The Complaint alleges, and the evidence will show, that after signing an agreement to pay Francois \$35,000 for social referral services to be delivered to Gleit by Francois over two years, Gleit was induced to pay Francois \$427,204 between May and December 2017. The Complaint alleges, and the evidence will show, that these payments were not required by the parties' agreement and were, in fact, fraudulently extracted from Gleit. Finally, the Complaint alleges, and the evidence will show, that written agreement proffered by Francois and signed by Gleit does not comply with New York's Dating Services Law, General Business Law § 394-c, which imposes detailed requirements for contracts offered by social referral services and, when such contracts do not comply with the statute, imposes severe penalties, including restitution of all funds paid by the purchaser to the social referral services provider.

The Complaint sets forth seven (7) legally cognizable claims: (i) violation of GBL 394-c; (ii) violation of GBL 349; (iii) a request for a declaratory judgment; (iv) breach of contract; (v) unjust enrichment; (vi) fraud; and, (vii) equitable rescission.

Defendant, pro se, has filed a motion to dismiss the Complaint on March 23, 2018. No

Answer has been filed.

2. Plaintiff, Paul Gleit, understands his obligation to and is preserving relevant information.

3. Proposed Schedule.

All discovery should be completed by August 8, 2018.

- a. Depositions: Depositions shall be completed by June 15, 2018.
- b. Neither party may take more than 3 depositions. Absent an agreement between the parties or an order from the Court, non-party depositions shall follow initial party depositions.
- c. Initial Requests for Documents must be made by April 13, 2018.
- d. Responses to Requests for Documents must be made by May 11, 2018.
- e. Documents from third-parties (such as doctors) will not be required. If required, the following are the third-parties from whom Documents will be requested.

- f. Subpoenas requesting Documents from third-parties must be served by April 20, 2018. Documents obtained from third-parties must be provided to all parties in this matter.
- g. There will not be expert testimony in this case. If expert testimony will be needed, please describe the topic on which the expert(s) is expected to testify.

4. Early Settlement or Resolution.

The parties have discussed the possibility of settlement. The parties request a settlement conference no later than April 30, 2018. The following information is needed before settlement can be discussed.

5. Other Matters.

Plaintiff wishes to discuss the following additional matters at the Initial Case Management Conference.

None.

Dated: New York, New York
March 29, 2018

Respectfully submitted,

KAUFMANN GILDIN & ROBBINS LLP
Attorneys for Plaintiff Paul Gleit

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